

ATTORNEY-CLIENT ENGAGEMENT AGREEMENT

CLIENT

William Langley
15 Coverdell Park
The Woodlands, Texas 77382
(281) 844-7850 (phone)
blangley56@outlook.com

ATTORNEYS RETAINED

Oberti Sullivan LLP
723 Main Street, Suite 340
Houston, Texas 77002
(713) 401-3555

SCOPE OF EMPLOYMENT

This agreement is made between William Langley ("Client"), and Oberti Sullivan LLP ("Attorneys").

Client hereby retains and employs the Attorneys to represent the Client in all Claims (as defined herein) Client may have against The Woodlands Operating Company, L.P. and Howard Hughes Management Co., LLC, and any of their related or affiliated corporations, subsidiaries, partnerships, or organizations (collectively "DEFENDANT"), and any of its successors, and predecessors, in connection with Client's termination of employment from DEFENDANT, including his claim for severance pay / separation benefits under The Howard Hughes Management Co., LLC Separation Benefits Plan (the "Claims").

POWER OF ATTORNEYS TO EXECUTE DOCUMENTS

Client hereby gives Attorneys the Client's power of Attorneys to execute all documents connected with the claim for the prosecution of which Attorneys is retained, including pleadings, contracts, checks or drafts, settlement agreements, compromises, releases, verifications, dismissals, and orders, as well as other documents Client could properly execute. Attorneys shall not file any claims, amended claims, counterclaims, cross-claims or third-party claims without first securing authorization therefore from Client. Attorneys shall be in control of the other procedural aspects of the litigation as contemplated by the Texas Rules of Professional Conduct. Client shall always retain the right, after consultation with Attorneys, to decide whether and when to settle or compromise the lawsuit.

FAVORABLE OUTCOME NOT GUARANTEED

Attorneys have made no representation concerning the successful termination of the claim or concerning the favorable outcome of any legal action that may be filed. Further, Client understands that Attorneys have not guaranteed they will obtain reimbursement to the Client of

any of the costs or expenses resulting from the occurrence out of which the claim arises. Client acknowledges that Attorneys have not made any guarantees regarding the disposition or results of any phase of the matter for which the Client is retaining Attorneys. All expressions relating thereto are only our opinions as lawyers. By signing this agreement, the Client also acknowledges that Attorneys cannot guarantee any particular result. The Client also acknowledges that Attorneys have not made any promises about the outcome of this litigation and that any future opinions offered by Attorneys will not constitute a guaranty.

The Client also acknowledges that the total costs that may be incurred in order to bring this matter to an effective resolution are difficult to determine, are only very rough approximations, and should not be relied upon.

COUNTERCLAIMS

When a plaintiff sues a defendant, the defendant has a legal right to "counterclaim" or sue the plaintiff for any claims, valid or not, which it may have against plaintiff. The defendant may counterclaim on related or unrelated matters. The Attorneys have advised the Client that filing this suit may precipitate the defendant filing a counterclaim. If the Client's claims are not successful but the defendant's claims are, it is possible that the final result will be for the plaintiff to owe the defendant. Of course, many defendants file counterclaims with little or no merit, which they know they cannot win, merely to intimidate the plaintiff. The Client has considered this risk and chosen to proceed with their respective claims.

TAXABLE COSTS OF COURT

Under our judicial system, certain costs of litigation are usually charged or "taxed" to the losing party. These are normally referred to as "taxable costs of court." The decision on which party is to be responsible for payment of taxable costs of court is made by the judge at the conclusion of the litigation. This liability is a risk of litigation to all parties. Taxable costs of court normally consist of the other parties' filing fees, service fees, deposition costs, witness fees, and costs of preparing transcripts of hearings and trial. The Client has been informed of this potential liability. Attorneys have not agreed to pay or indemnify the Client for or from any taxable costs of court that may be assessed against her in court. Attorneys have not agreed to pay or indemnify the Client from any judgment that may be entered against him or them, jointly, severally, or individually.

ATTORNEYS' FEES

Attorneys shall have no contingent interest in the Claims as specified herein of any recovery to Client of up to \$42,500.00. Client hereby transfers, assigns, and conveys to Attorneys a contingent fee interest in the Claims as specified herein: thirty-three and one-third (33.3%) percent of said Claims of any amount more than \$42,500.00 if the case is settled prior to filing suit; forty percent (40%) of said Claims of any amount more than \$42,500.00 if suit is filed; and fifty percent (50%) of said Claims of any amount more than \$42,500.00 if either party files a Notice of Appeal (or similar instrument). Client fully understands that Client is forever giving up, assigning over, transferring, and conveying a contingency fee interest to Attorneys at this time.

Unless otherwise agreed by Attorneys and Client at the time of settlement, if the Claims are satisfied by a settlement, whether lump-sum or structured settlement (whereby a recovery is paid over a period of time), it is agreed that each payment from DEFENDANT shall be directed to and deposited into the trust account of Attorneys for disbursement.

The recovery or settlement to which the percentage of Attorneys' contingent fee is to apply, and upon which such fees are to be calculated, includes all monies and everything of value (expressed in dollars) recovered, received or obtained as a result of any settlement or recovery. Such things of value include, but are not limited to, the value of any business deal or transaction entered into by the Client with any of the defendants in the lawsuit, including the forgiveness of debt or the value of any goods or services furnished to Client without charge or at a cost to Client below market rates. For example, if there is any type of agreement or settlement whereby the defendant(s) or an insurance carrier, instead of, or in addition to, paying money or property, makes an agreement with Clients to provide something of benefit, then Attorneys would be entitled to his respective percentage of the present value of the benefits which are expected to flow to Client from the business deal.

If the final recovery is by way of a judgment (or post-judgment settlement) that includes an award of Attorneys' fees that exceeds Attorneys' contingency interest or if the Court has issued a finding that Attorneys are entitled to a specific amount of Attorneys' fees that exceeds Attorneys' contingency interest, then Attorneys shall recover the specified award of Attorneys' fees in substitution for his contingency interest. In such circumstances, Client shall recover all other recovery specified in the judgment other than Attorneys' fees and costs. In this situation, Oberti Sullivan LLP shall receive 100% of the Attorneys fees awarded.

If there is no recovery, then Client does not owe the Attorneys any fee.

EXPENSES AND COSTS

It is further agreed that all reasonable and necessary costs and expenses of litigation and other proceedings, including without limitation deposition costs, record retrieval, witness expenses, site investigations, mediation fees, expert fees, filing fees, postal and delivery costs, travel and transportation costs, lodging and meals, and telephone, facsimile, and photocopy charges shall be advanced, not paid, by Attorneys, on behalf of Client. Expenses and costs shall first be recovered by Attorneys on the gross amount of any recovery before the distribution percentages set forth above are applied. If no recovery is made, Attorneys shall be solely responsible for payment of expenses and costs already incurred.

WITHDRAWAL OR TERMINATION OF ATTORNEYS

The Attorneys may withdraw from the Client's representation in the claim at any time upon notice of ten days to the Client. Client may terminate the Attorneys' representation, but shall remain obligated to pay the contingency fee interest provided above, unless, a Court determines that the Attorneys are not entitled to the full contingency fee interest. By signing this agreement, the Client agrees to give a lien, to the fullest extent permitted by law, for any sums due under this agreement, to Attorneys upon any money or property awarded or payable to client by compromise or verdict in this proceeding.

COOPERATION OF CLIENT

Client shall keep the Attorneys advised of his whereabouts and contact information at all times, shall appear on reasonable notice at any and all deposition and court appearances, and shall promptly comply with all reasonable requests of the Attorneys in connection with the preparation and presentation of the Client's claim and cause of action. Client shall also testify truthfully and be truthful at all times. Client shall also preserve and not destroy any potentially relevant evidence, documents, e-mails, or other relevant information, and provide same to Attorneys upon request.

DISCLOSURES

Under this agreement, Attorneys do not agree to: (1) represent the Client in any appeals from judgments, rulings, or findings by any fact finder or adjudicative body; (2) defend the Client from any claims asserted or plead by potential or named defendants to the lawsuit for which the Client has sought the legal services of Attorneys, or act as the Client's collection Attorneys should a judgment be obtained defendants refuse to pay; (3) represent the Client in defending any counter-claim Defendant may assert against Client; (4) represent the Client in any criminal matter or potential criminal matter; or (5) represent the Client in any claim against Defendant other than a claim related to his employment or termination of his employment with DEFENDANT. Rather, if the Client wants Attorneys to provide any legal services other than those legal services Attorneys agree to provide under this agreement, a separate written agreement is required first that does not now exist.

Attorneys will not advance any sum of sums of money as a loan to the Client, nor may Client assign any portion of their case to somebody else including loan companies.

By retaining Attorneys, Client is retaining the law firm as opposed to a single attorney. Any outside lawyers Attorneys decide, at their sole discretion, to delegate power or obligations to, shall also be granted all of the powers and obligations originating from this agreement that are necessary to enable the outside lawyers to accomplish and carry out the tasks delegated to them. Any such delegations will not affect the attorney fees, to be paid, under this agreement, by Client, with the exception that Attorneys have the right to hire a collection attorney and Client is responsible for paying his proportionate share of that collection attorney should a judgment be obtained in favor of the Client in this case and Client refuses to hire a collector of their choice or one recommended by Attorneys.

The Client will not communicate with the Defendant, or negotiate with them. If the client does so, Attorneys are entitled to their fee set forth in this agreement for any money ultimately obtained in this case regardless of whether the communication with the employer were fruitful.

FURTHER ACKNOWLEDGMENTS AND AGREEMENTS

Client acknowledge that he has read the Attorney-Client Engagement Agreement in its entirety, and that he fully understands the terms and conditions of same, and agree to abide by the terms hereof.

The Client(s) gives Attorneys the right to negotiate a compromise of this matter, for an amount that Attorneys deem reasonable, without the consent of the Client, if the client is unavailable and cannot be reached after diligent efforts are made to locate the Client. In such an event, Attorneys are authorized to negotiate and execute all releases and drafts in the Client's name in order to accomplish this purpose. In such an event, Attorneys will reserve the Client's share of any such proceeds in the client trust account of Attorneys until the Client becomes available for disbursement of these funds. Attorneys will be allowed to take the portion of these funds that are due to them for attorney fees and costs.

The Client may discharge Attorneys at any time by giving written notice that will be effective when received by Attorneys. Upon terminating Attorneys, the Client shall promptly execute and forward a substitution of attorney form to Attorneys. Upon receiving such notice, Attorneys will provide no further services and advance no further costs on the Client's behalf, except those required by law.

If the Client wishes to show parts or all of their file to an attorney not affiliated with Attorneys, or requests copies of the entire file, the client agrees to reimburse Attorneys for the costs of reproducing their file before they are withdrawn as the client's Attorneys of record.

The Client agrees not to seek, or rely upon the legal advice of laypersons. Nor will the Client seek, or rely upon the legal advice of other lawyers unless Attorneys recommend that they do so, or a conflict of interest exists between the client and Attorneys.

If the Client wishes to drop all or part of their case, Attorneys will make diligent efforts to have the Client come in personally to discuss such so the Client is fully informed before doing so, and the Client agrees to make diligent efforts to do so.

This agreement contains and represents the entire agreement between the Client and Attorneys. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.

All parts of this agreement are severable. If any provision of this agreement is held unenforceable, in whole, or in part, the remainder of the provision that is not rendered unenforceable, as well as the remaining parts of the agreement that are not held unenforceable, will be severed from the unenforceable parts and shall remain in effect.

This agreement may be modified only by subsequent written agreements signed by all of the parties.

The effective date of this agreement is the date when it is executed by the second of the parties to do so. Once effective, this agreement will, however, apply to those legal services provided by Attorneys, in connection with this matter, before the effective date of this agreement. The services under this agreement terminate upon the obtaining of a judgment, award, disbursement of funds, or final attempt to disburse funds.

Attorneys are not tax Attorneys, are not competent to give you tax advice, and so they will not be available to provide tax advice to you.

Client understands that by moving forward with any claims or allegations against Defendant he may lose the severance payment that was previously offered to him in the amount of \$42,500.00, and could recover nothing.

ASSIGNMENT

This Agreement may not be assigned by either party hereto without the prior written consent of the other party, which consent may be withheld for any reason or no reason at all.

CHOICE OF LAW & VENUE

The parties to this Agreement hereby agree that Texas law shall govern any dispute that might arise between them, and that any suit related to this Agreement must be brought in the courts of Harris County, Texas, and that all parties consent to personal jurisdiction in the courts of Harris County, Texas. The parties knowingly, willingly, and voluntarily agree to waive their right to a trial by a jury in such proceedings.

If your understanding is as set forth herein, please sign the original of this retainer agreement and return it to Attorneys so that it can be placed in your files.

If you have any question or comments concerning this matter please immediately contact us.

I HAVE READ AND UNDERSTAND THE TERMS AND SAID CONDITIONS OF THIS AGREEMENT AND ACCEPT THE AGREEMENT ON THIS DATE.

EXECUTED by the parties:



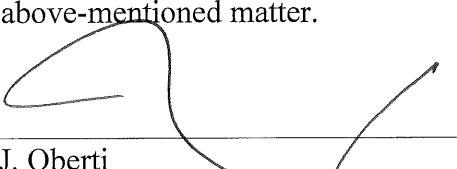
Client's signature



Client's Printed Name

Dated: 7-1-13

I hereby accept employment as Attorneys of record on the above-mentioned matter.



Mark J. Oberti
Oberti Sullivan LLP
Texas Bar No. 00789951

Dated: 7-1-2013